

## **Request for Quotations & Instructions**

HSPD-12 Physical Access Control and Intrusion Detection System Project  
Mid-Continent Ecology Division, Duluth, MN

### **WRITTEN SUBMISSION PREPARATION**

There are three (3) volumes that constitute a complete response to this RFQ. Responses are expected to conform to all aspects of this RFQ and attached Statement of Work and shall be prepared in accordance with the instructions provided. To aid in evaluation, the response shall be clearly and concisely written, as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered and identified with the name of the vendor, the date, and the RFQ number.

The vendor shall not use font smaller than 8 point, Ariel or Times New Roman, except for diagrams which shall use font sizes no smaller than 6 point when printed on the required paper sizes. **The EPA will consider all pages with font smaller than minimum size illegible and will not evaluate those pages.** The vendor's page margins shall be one inch top, bottom, right, and left. The vendor may use foldouts (11 x 14" or 11 x 17") for diagrams only. The vendor shall provide a table of contents for each volume. The vendor shall identify all attachments or appendices in the table of contents. The vendor shall limit volume 1 of the technical submission to no more than 150 pages, 8.5 x 11" pages; excluding resumes, key personnel certification, business licenses, manufacturer's product cut sheets, table of contents and organizational charts.

### **General Submission Instructions**

Responses shall consist of the following Volumes:

Volume 1, Technical Approach  
Volume 2, Past Performance, Appendices  
Volume 3, Pricing

The following introductory information (letter format is acceptable) is required on the first page of Volume I of your offer:

- (a) RFQ Number
- (b) Name and address of vendor
- (c) Name, telephone number & e-mail address of main point-of-contact
- (d) Name of your contract administration office
- (e) Date of submission,
- (f) Name, title and signature of authorized representative,
- (g) DUNS number, and
- (h) Exceptions to RFQ/SOW.

### **Volume 1: Technical Approach**

The technical approach shall present the vendor's ability to satisfy the requirements described in all Task Areas of the SOW.

### **Section 1: TASK AREA 1: Project Preparation and Management**

1. Describe the approach to maintain the legacy PACS during the new PACS installation.
2. Describe the transition approach from the existing to new PACS and the plan to mitigate impact to current operations.

3. Provide photocopies of relevant business licenses.
4. Provide resumes for all key personnel and technical team members.
5. Provide photocopies of relevant training and manufacturer's certifications for the legacy and proposed PACS for all key personnel and subcontractors.
6. Provide photocopies of all relevant certificates of insurance.
7. Describe the time commitment of the key personnel to this project.

## **Section 2: TASK AREA 2: HSPD-12 PACS Installation & Technical Capability**

### **Subtask 1: Design Riser/Block Diagrams**

1. Provide a single-line system riser diagram that includes: ethernet controllers, PIV smart card readers, door position switches, request-to-exit devices, electrified lock sets, and if applicable, reader interface modules that are interconnected and a block diagram that include server(s), workstation(s), network switch connection, ethernet controller, power supplies, battery backup and cable legend for each device in Task Area 2.
2. Each riser and block diagram shall include:
  - i. Title
  - ii. Page number
  - iii. Date
  - iv. All applicable Legends
  - v. Each diagram must clearly identify the specific high level function and how it connects in terms of inputs, outputs, and network relationships
3. Provide a manufacturing bill of materials (BOM) that corresponds to the riser diagram and manufacturer cut sheets. The BOM must list each discrete component that corresponds to the riser diagram.

### **Subtask 2: Manufacturer Product Cut Sheets**

1. In addition to the manufacturer's product cut sheets for all products and a table of contents for the product cut sheets, include a spreadsheet of all products specific to the proposed design that includes:
  - i. Product Name
  - ii. Product Code
  - iii. Page number of manufacturer cut sheet
  - iv. Other relevant information and specifications
  - v. If multiple products are described on a product cut sheet, the vendor shall highlight or otherwise identify the product proposed for this project.

### **Subtask 3: Door/Room Schedule, Standard Door Configuration and Cabling**

1. Provide the list of doors where the balanced magnetic switches and PIV smart card readers will be installed.
2. Provide room number and approximate location of motion sensors within the room. Identify possible obstructions or conflicts that may affect sensor operation.
3. Identify existing doors and new proposed doors. For each door, identify existing physical security equipment and whether that equipment will be retained or removed.
4. Identify all equipment (by manufacturer and model) that will be installed on each door for the PACS and IDS.
5. Identify any proposed repairs, modifications or replacements of door leaves, passage sets or other door hardware.
6. Identify the proposed standard door configuration. This shall include a list of equipment installed at the door and describe the interconnections of this equipment, including their connections to controllers.
7. Describe the proposed approach for interconnecting servers, workstations, and ethernet controllers.
8. Describe how keypad locations and PIV smart card readers comply with Section 508 of the U.S. Rehabilitation Act for those users with visual, hearing and tactile impairments.
9. What type of cabling is proposed and how will it be installed?

#### Subtask 4: Network Bandwidth and Standby Battery Calculations

1. Provide network bandwidth, standby battery, and uninterruptable power supply (UPS) calculations for each system in Task Area 2. Provide all formulas used to calculate these requirements based upon peak usage and describe operational conditions for all calculations. Calculations shall include:
  - i. Network bandwidth requirements for ethernet communications between PACS workstations and PACS Server and PACS controllers and PACS Server. Bandwidth requirements shall be based on peak use by a facility population of 150 users.
  - ii. Provide standby battery calculations and equations for ethernet controllers, power supplies and locking devices
  - iii. Provide UPS power calculations and equations for workstations and servers.

#### Subtask 5: PACS server and Workstation Configuration

1. Describe the plan for regularly updating the PACS server operating system with critical security patches.
2. Describe the plan for regularly updating the PACS application.
3. Describe the plan for regularly updating the PACS application.
4. Describe expertise in installing and configuring software on servers and workstations in accordance with the Statement of Work.
5. Describe the plan for providing on-site technical support to the EPA during configuration of servers and workstations to meet IT security standards and the EPA's Security Testing and Evaluation.

#### Subtask 6: Intrusion Detection System Configuration

1. Describe how the IDS complies with all UL requirements listed in the SOW.
2. Describe how the keypad works in conjunction with the IDS workstation software.
3. Indicate any potential conflicts with sensor placement and how conflicts shall be resolved.
4. Describe alarm resolution and basic operation of the IDS system.

### Section 3: Operations and Maintenance

1. Describe how the maintenance approach meets all requirements in Section 4.3.1 in the SOW.
2. Describe the preventative maintenance approach for all hardware and software components.
3. Provide the relevant qualifications and certifications of service for maintenance personnel and their physical proximity to the project
4. Describe how return-to-service is accomplished based upon the criticality of the incident.

### **Volume 2: Past Performance, Appendices & Other**

Vendors shall identify up to three contracts, which they have recently been (within the last 5 years), or are currently performing, which are similar in size and scope to the requirements in the Statement of Work (SOW) with regards to size and complexity. The vendor shall provide the following information with respect to each of these contracts:

\*Contract number, contract type and dollar value

\*Date of contract award and period of performance

\*Name, address, e-mail and telephone number of the contracting officer and contracting officer's technical representative. If no federal government projects can be cited, provide contact information of the project officer.

\*Detailed description of contract work and responsibilities and specifically how the projects were similar in size, scope and complexity to the requirements in this SOW.

In addition to considering past performance information provided in the vendor's submission, past performance evaluations may also be based on the vendor's supplied references, information obtained through federal performance tracking databases, and other information obtained by the Government from other sources.

### **Volume 3: Pricing**

#### **Section 1: Base & Optional Period Quantities**

Vendor shall submit a firm fixed price for each Task Area of the SOW, and a total for each of the 4 option years, broken out by task, as outlined below.

Each vendor shall submit a price quote broken down by a price for the base year, identifying an hourly rate for each labor category, as well as the price for each of the option years, similarly broken down. Vendor quotes shall include a firm, fixed price for each period of performance.

Vendors shall include a detailed price submission which outlines their labor categories and level-of-effort, local/remote travel, other direct costs, indirect costs, and any other costs or assumptions associated with performing the tasks in the Statement of Work.

Back up documentation to the quote should show any assumptions that were used in preparing the price quotation. The fixed price offered shall cover all expenses, including salaries, overhead, general and administrative expenses, and profit. The Government intends to review offers for the base period and all option periods. Consideration of the option periods will not obligate the Government to exercise the options.

The template below provides a mechanism for you to submit pricing broken out by task, with supporting information referenced for detailed analysis by the EPA. Vendors are not required to use the attached template, but are encouraged to do so or provide a format that provides a similar breakdown of price. A detailed breakdown of price elements for each proposed Task shall be provided and referenced appropriately. This breakout shall include, at a minimum, labor categories, hourly rates and broken down pricing for individual products.

#### **Section 2: Optional Tasks & Services**

1. Provide a firm unit price per door for up to 10 doors that includes labor, hardware installation and system configuration, to add additional doors using the standard door configuration.
2. Provide a unit price per ethernet controller for up to 4 controllers that include installation and configuration of additional ethernet controllers, including labor, cable installation, hardware prices, and server configuration.
3. Provide a unit price (e.g. per 500 feet) for installation of additional cable.
4. Provide a unit price (e.g. per 500 feet) for installation of additional security conduit
5. Provide a firm unit price per workstation for up to 2 workstations for workstation software upgrades.
6. Provide unit price for additional PACS administration workstations up to 2 workstations including labor, hardware, software, and all configuration tasks.
7. Provide unit price for additional PACS enrollment workstations up to 2 workstations including labor, hardware, software, and all configuration tasks.
8. Provide unit price for an additional visitor management workstation up to 2 workstations that includes labor, hardware, software, and all configuration tasks.
9. Provide unit price for on-site manufacturer-certification training for additional personnel for up to three personnel.
10. Provide a firm unit price for on-site technical support for the EPA's ST&E.
11. Provide unit cost for installation of additional IDS components, including labor, cable installation, hardware costs, and workstation configuration.

|  |                       |                     |                  |
|--|-----------------------|---------------------|------------------|
| <b>Pricing Template</b>  |                       | SOLICITATION NUMBER | MED, Duluth, MN  |
| NAME AND ADDRESS OF VENDOR   | POINT OF CONTACT      |                     |                  |
|  | TELEPHONE             |                     |                  |
|  |                       |                     |                  |
|  | PERIOD OF PERFORMANCE |                     |                  |
|  |                       | PROPOSED AMOUNT     |                  |
|  |                       | <b>Total Price</b>  | <b>Reference</b> |
| <b>Task 1: Project Preparation &amp; Approach (SOW 4.1)</b>  |                       |                     |                  |
| <b>Task 2: HSPD-12 PACS Installation (SOW 4.2.1 – 4.2.7)</b>   |                       |                     |                  |
| <b>Task 2: IDS Installation (SOW 4.2.8)</b>  |                       |                     |                  |
| <b>Task 3: Operations and Maintenance(SOW 4.3)</b>   |                       |                     |                  |
| PACS Hardware (HW) Maintenance - Option Year 1   |                       |                     |                  |
| PACS HW Maintenance - Option Year 2  |                       |                     |                  |
| PACS HW Maintenance - Option Year 3  |                       |                     |                  |
| PACS HW Maintenance - Option Year 4  |                       |                     |                  |
| IDS Maintenance – Option Year 1  |                       |                     |                  |
| IDS Maintenance – Option Year 2  |                       |                     |                  |
| IDS Maintenance – Option Year 3  |                       |                     |                  |
| IDS Maintenance – Option Year 4  |                       |                     |                  |
| Software Support Agreement (SSA) Option Year 1   |                       |                     |                  |
| SSA Option Year 2  |                       |                     |                  |
| SSA Option Year 3  |                       |                     |                  |
| SSA Option Year 4  |                       |                     |                  |
| <b>Task 4: Optional Services(Statement of Work 4.4)</b>  |                       |                     |                  |
| Unit cost, including labor, hardware installation (e.g. PIV smart card reader, strike, DPS, RTE, cabling) and PACS configuration, to add an additional door using the standard door configuration. |                       |                     |                  |
| Unit cost for installation and configuration of additional ethernet controller, including labor, cable installation, hardware costs, and server configuration.                                     |                       |                     |                  |
| Workstation software version upgrades  |                       |                     |                  |
| Unit cost for on-site manufacturer-certification training for additional personnel.  |                       |                     |                  |
| Unit price (i.e. per 500 foot) for installation of additional cable  |                       |                     |                  |
| Unit price (i.e. per 500 foot) for installation of additional security conduit   |                       |                     |                  |
| Unit cost for additional PACS enrollment workstations including labor, hardware, software, and all configuration tasks.  |                       |                     |                  |
| Unit cost for PACS visitor management workstations including labor, hardware, software, and all configuration tasks  |                       |                     |                  |
| Unit cost for additional PACS administration workstations including labor, hardware, software, and all configuration tasks   |                       |                     |                  |

|  |           |  |
|--|-----------|--|
| Unit cost of an additional Micro infrared sensor |           |  |
| Security Testing and Evaluation Support          |           |  |
| <b>Task Subtotal</b>                             | <b>\$</b> |  |
|  | -         |  |
| <b>Other Direct Costs (ODCs)</b>                 |           |  |
| Software Licensing                               |           |  |
| <b>ODCs Subtotal</b>                             | <b>\$</b> |  |
|  | -         |  |
| <b>Total Costs</b>                               | <b>\$</b> |  |
|  | -         |  |

### **Evaluation & Award**

Purchase order award will be based solely on which offer provides the best value to the Government. Optimally, the best value will be reflected by the vendor with the optimal plan for completing the project in the most technically effective and cost efficient manner, with the clearest project preparation and management approach supported by a strong organizational staffing plan, backed by a profile of experience earned through past performance in the field, and offering the most favorable price. The Government is concerned with striking the most advantageous balance between technical merit and cost to the Government. Trade-off analyses in both technical considerations and prices will be used to determine the best overall value to the Government.

For this requirement, all technical considerations, other than price, when combined, are significantly more important than price and are listed in descending order of importance. However, as submissions become more technically equal in their merit, the evaluated cost or price becomes more important.

Responses will be reviewed based on the information presented in the written responses. Such information will demonstrate the vendor's qualifications in regard to the technical considerations set forth below:

1. Technical Capability and Approach
2. Project Preparation and Management
3. Operations and Maintenance
4. Past Performance
5. Corporate Experience
6. Price

### **Evaluation Factor 1 – Technical Capability and Approach**

The Government will evaluate the degree to which the vendor demonstrates the knowledge, understanding, capabilities, experience, and innovative approaches to meet the full range and scope of all of the EPA's requirements in the Statement of Work, as evidenced by the degree to which the vendor provides the following:

1. A clear and accurate riser and block diagram that identifies all PACS and IDS components described in Section 2, Subtask 1.
2. A comprehensive bill of materials that is consistent with the riser and block diagrams.
3. Manufacturer cut-sheets meeting the requirements in the Section 2, Subtask 2 of the General Submission Instructions.
4. A door schedule listing doors where PIV smart card readers will be installed; door configurations, including removal or installation of equipment; any proposed repairs or modifications to doors and identifying all equipment by make, model and manufacturer.

5. Complete and accurate determinations of the requirements of uninterruptible power supplies, power supplies and battery backups for all system components.
6. A description of the factors and considerations for installing the PACS application onto a virtual server as described in Section 4.2.2 of the SOW.
7. A plan for regularly updating all security applications, database and operating systems, and experience in configuring and supporting security information technology systems in accordance with specific EPA requirements

## **Evaluation Factor 2 – Project Preparation and Management**

**Sub-factor 1: Key Personnel** – The Government will evaluate the degree to which the qualifications and certifications of the proposed key personnel possess relevant skills and experience and demonstrate the knowledge and experience for performing the work required of the SOW: the degree to which the proposed key personnel have specific experience with the proposed solution and specific qualifications relative to the SOW areas; and the degree in terms of time to which the key personnel are available and committed to the EPA project.

Vendors shall include resumes of key personnel proposed to work on this contract. Resumes of proposed personnel should demonstrate prior education, training, experience and expertise relevant to the SOW.

**Sub-factor 2: Team Capabilities** – The Government will evaluate the degree to which the vendor demonstrates the capabilities to deliver the full range and scope of services required by each area of the SOW and the degree to which the mapping of team members to specific SOW areas is clear and aligns with their respective capabilities.

Vendors shall identify installation personnel and all subcontractors, along with their relevant licenses and certifications, who will be performing the installation and service tasks for this project in their technical submission.

**Sub-factor 3: Project Management Approach** – The Government will evaluate the degree to which the vendor describes a robust transition plan and describes a clear implementation schedule based upon a project plan leading to the successful performance of the contract.

**Sub-factor 4: Feasibility** -- The Government will evaluate the degree to which the vendor focuses the evaluation of project risk and how the vendor proposes to manage internal and external risks inherent in this project?

## **Evaluation Factor 3 – Operations and Maintenance**

The Government will evaluate the degree to which the vendor demonstrates the knowledge, understanding, capabilities, experience, and innovative approaches to meet the EPA's requirements in Section 4.3.1 in the Statement of Work.

## **Evaluation Factor 4 – Past Performance**

The Government will evaluate each vendor's past performance of projects of similar size, scope and complexity based upon customer satisfaction with the services provided on past or current projects.

## **Evaluation Factor 5 – Corporate Experience**

The Government will evaluate each vendor's corporate experience of projects of similar size, scope and complexity based upon the requirements described in the SOW.

## **Evaluation Factor 6 – Pricing**

The Government will evaluate the total expected price for performing this work.

### **Scoring Plan**

The evaluation of technical responses will be accomplished using the adjectival scoring method, for which definitions are provided below:

**Outstanding: (O)** – Very significantly exceeds and/or addresses most or all of the elements of the evaluation factor. With respect to the evaluation factor, the response surpasses an “Exceeds” rating. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timely and highest quality performance is anticipated.

**Exceeds: (E)** – Fully meets and/or addresses all elements of the evaluation factor and significantly exceeds many of the elements of the evaluation factor. With respect to the evaluation factor, the response exceeds an “Acceptable” rating. The areas in which the offeror exceeds the requirements are anticipated to result in a high level of efficiency, productivity or quality.

**Acceptable: (A)** - Meets and/or addresses all elements of the evaluation factor. With respect to the evaluation factor, the response is considered complete, comprehensive, and exemplifies an understanding of the scope and depth of the requirements as well as the Offeror’s understanding of the Government’s requirements.

**Marginal: (M)** – Less than “Acceptable.” There are some deficiencies and/or omissions in the technical response with respect to the evaluation factor and the response does not address or inadequately addresses significant elements of the evaluation factor.

**Unacceptable: (U)** – With respect to the evaluation factor, the technical response has many deficiencies and/or gross omissions and does not adequately address the evaluation factor.

### **MANDATORY PRE-AWARD SITE VISIT WALKTHROUGH**

**The mandatory pre-award site visit walkthrough is tentatively scheduled Oct 26<sup>th</sup>, 2011 at the MED in Duluth, MN.** Vendors are required to attend the pre-award site visit walkthrough to inspect equipment that they will be required to integrate into their proposed solutions, and shall be responsible for maintaining. Failure to attend the mandatory pre-award site visit walkthrough on the scheduled date will result in the vendor’s submission being termed non-compliant.

Vendors attending the pre-award site visit walkthrough shall enter the MED at 6201 Congdon Boulevard, Duluth, Minnesota 55804 and meet in building lobby at 8:30 AM on the above-mentioned date. Vendors will be escorted to the EPA occupied space to sign in at the security desk and will be escorted to the conference room. Please have valid government photo identification when entering the EPA facilities.

The pre-award site visit walkthrough will be held at the EPA's MED to review the stated requirements in the SOW for the project. The pre-award site visit walkthrough will provide for a site inspection/review for the installation of the new PACS. All vendors are responsible for their own transportation. In order to be considered for award, the pre-award site visit walkthrough must be attended. Failure to attend the mandatory pre-award site visit walkthrough will result in the vendor’s submissions being deemed non-compliant.



Notification of attendance for the site visit will be greatly appreciated. **Please send your notification to the Contracting Officer at [humphrey.nicole@epa.gov](mailto:humphrey.nicole@epa.gov) no later than 10:00 AM, Eastern Time on Oct 20<sup>th</sup>, 2011.**

## **SUBMISSION DATES**

Questions about the technical or contractual details of this procurement must be submitted in writing via email to the Contract Specialist at [kim.esther@epa.gov](mailto:kim.esther@epa.gov) and the Contracting Officer at [humphrey.nicole@epa.gov](mailto:humphrey.nicole@epa.gov).

**Questions are due no later than 10:00 AM, Eastern Time on Nov 14<sup>th</sup>, 2011.** The Contracting Officer will provide answers to questions as an update to the RFQ, to be posted at the EPA website indicated in the FedBizOpps announcement.

**The vendor shall submit and ensure the EPA has received all electronic copies of your submission (all three volumes) by no later than 10:00 AM, Eastern Time, on December 6, 2011.** The vendor shall submit all electronic copies of submissions via email in Portable Document File (PDF) format to the Contract Specialist at [kim.esther@epa.gov](mailto:kim.esther@epa.gov) and the Contracting Officer at [humphrey.nicole@epa.gov](mailto:humphrey.nicole@epa.gov).

Delivery of email messages larger than 10 MB (e.g. message + attachment) may be delayed up to one business day so please plan ahead to ensure timely delivery. Messages larger than 10 MB should be sent in separate emails, each smaller than 10 MB. The EPA also does not accept messages with attachments in compressed format (e.g. zip, rar). Each volume, as described above, shall be saved as its own PDF and labeled accordingly.

Any exceptions or conditional assumptions taken with respect to the requirements of this project shall be explained on the cover page of the written submission. However, vendors shall note that exceptions or deviations to the requirement may render responses ineligible for award.

The vendor is responsible for ensuring that their entire submissions are received by the designated EPA contacts stated above, before the above-listed deadlines. **Late responses will NOT be accepted.**

## **INCORPORATION OF VENDOR'S SUBMISSION**

The vendor's submission will be incorporated by reference and made a part of this order. **In the event of any inconsistency between the provisions of the EPA order and the vendor's submission, the EPA language takes precedence.**

## **PROVISIONS/CLAUSES**

The following clauses will be incorporated into the issued Purchase Order.

- The responsibilities and limitations of the COR are as follows:
  - (1) The COR is responsible for the technical aspects of the project and serves as technical liaison with the Contractor. The COR is also responsible for the final inspection and acceptance of all reports, and such other responsibilities as may be specified in the contract.
  - (2) The COR is not authorized to make any commitments or otherwise obligate the Government or authorize any changes, which affect the Contract price, terms or conditions. Any Contractor request for changes shall be referred to the Contracting

Officer directly or through the COR. No such changes shall be made without the expressed prior authorization of the Contracting Officer. The COR may designate alternate COR(s) to act for the COR by naming such alternate(s) in writing and transmitting a copy of such designation through the Contracting Officer to the Contractor.

#### **Clauses/Provisions Incorporated by Reference:**

This order may incorporate one or more clauses/provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.arnet.gov/far/>  
<http://www.epa.gov/oamrfp12/ptod/epaar.pdf>

**Instructions to Offerors – Commercial Items (FAR 52.212-1)(June 2008)**

**Contract Terms and Conditions – Commercial Items (FAR 52.212-4)(June 2010)**

**Continuity of Services (FAR 52.237-3) (Jan 1991)**

**Organizational Conflict of Interest Notification (EPAAR 1552.209-70) (Apr 1984)**

**Organizational Conflicts of Interest (EPAAR 1552.209-71) Alternate I (May1994) Deviation**

#### **Government - Contractor Relations (EPAAR 1552.237-76) (JUL 1999)**

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the Contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

- (1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.
- (2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.
- (3) Be used in administration or supervision of Government procurement activities.

(c) Employee Relationship:

- (1) The services to be performed under this contract do not require the Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather, the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.
- (2) Rules, regulations, directives, and requirements that are issued by the US Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

- (1) Payments by the Government under this contract are not subject to Federal income tax withholdings.
- (2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.
- (3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.
- (4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within 10 calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within 10 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

- (i) Confirm that the conduct is in violation and when necessary direct the mode of further performance,
- (ii) Countermand any communication regarded as a violation,
- (iii) Deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or
- (iv) In the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

#### **Permits and Responsibilities (FAR 52.236-7) (NOV 1991)**

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any Federal, State, and municipal laws, codes, and regulations applicable to the performance of the work.

The Contractor shall also, without additional expense to the Government, be responsible for all damages to persons or property occurring as a result of the Contractor's fault or negligence.

The Contractor shall also, without additional expense to the Government, be responsible for all materials delivered and work performed until completion and acceptance of the entire work, except for any completed unit of work, which may have been accepted under the contract.

#### **Differing Site Conditions (FAR 52.236-2) (APR 1984)**

(a) The Contractor shall promptly, and before the conditions are disturbed, give a written notice to the Contracting Officer of—

(1) Subsurface or latent physical conditions at the site which differ materially from those indicated in this contract; or

(2) Unknown physical conditions at the site, of an unusual nature, which differ materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the contract.

(b) The Contracting Officer shall investigate the site conditions promptly after receiving the notice. If the conditions do materially so differ and cause an increase or decrease in the Contractor's cost of, or the time required for, performing any part of the work under this contract, whether or not changed as a result of the conditions, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

(c) No request by the Contractor for an equitable adjustment to the contract under this clause shall be allowed, unless the Contractor has given the written notice required; provided, that the time prescribed in paragraph (a) of this clause for giving written notice may be extended by the Contracting Officer.

(d) No request by the Contractor for an equitable adjustment to the contract for differing site conditions shall be allowed if made after final payment under this contract.

#### **Operations and Storage Areas (FAR 52.236-10) (APR 1984)**

(a) The Contractor shall confine all operations (including storage of materials) on Government premises to areas authorized or approved by the Contracting Officer. The Contractor shall hold and save the Government, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

(b) Temporary buildings (e.g., storage sheds, shops, offices) and utilities may be erected by the Contractor only with the approval of the Contracting Officer and shall be built with labor and materials furnished by the Contractor without expense to the Government. The temporary buildings and utilities shall remain the property of the Contractor and shall be removed by the Contractor at its expense upon completion of the work. With the written consent of the Contracting Officer, the buildings and utilities may be abandoned and need not be removed.

(c) The Contractor shall, under regulations prescribed by the Contracting Officer, use only established roadways, or use temporary roadways constructed by the Contractor when and as authorized by the Contracting Officer. When materials are transported in prosecuting the work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by any Federal, State, or local law or regulation. When it is necessary to cross curbs or sidewalks, the Contractor shall protect them from damage. The Contractor shall repair or pay for the repair of any damaged curbs, sidewalks, or roads.

#### **Material and Workmanship (FAR 52.236-5) (APR 1984)**

(a) All equipment, material, and articles incorporated into the work covered by this contract shall be new and of the most suitable grade for the purpose intended, unless otherwise specifically provided in this contract. References in the specifications to equipment, material, articles, or patented processes by trade name, make, or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. The Contractor may, at its option, use any equipment, material, article, or process that, in the judgment of the Contracting Officer, is equal to that named in the specifications, unless otherwise specifically provided in this contract.

(b) The Contractor shall obtain the Contracting Officer's approval of the machinery and mechanical and other equipment to be incorporated into the work. When requesting approval, the Contractor shall furnish to the Contracting Officer the name of the manufacturer, the model number, and other information concerning the performance, capacity, nature, and rating of the machinery and mechanical and other equipment. When required by this contract or by the Contracting Officer, the Contractor shall also obtain the Contracting Officer's approval of the material or articles which the Contractor contemplates incorporating into the work. When requesting approval, the Contractor shall provide full information concerning the material or articles. When directed to do so, the Contractor shall submit samples for approval at the Contractor's expense, with all shipping charges prepaid. Machinery, equipment, material, and articles that do not have the required approval shall be installed or used at the risk of subsequent rejection.

(c) All work under this contract shall be performed in a skillful and competent manner. The Contracting Officer may require, in writing, that the Contractor remove from the work any employee the Contracting Officer deems incompetent, careless, or otherwise objectionable.

#### **Project employee confidentiality agreement (EPAAR 1552.227-76) (MAY 1994)**

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

**Option to extend the term of the contract fixed price (EPAAR 1552.217-77) (OCT 2000)**

The Government has the option to extend the term of this contract for **4** additional period(s). If more than **30** days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last **30** days of the period of performance, the Government must provide to the Contractor written notification prior to that last **30-day** period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

TBD

(b) During the option period(s) the Contractor shall provide the services described below:

TBD

(c) The "Consideration and Payment" clause will be amended to reflect increased fixed prices for each option period as follows:

TBD

In addition, the contractor shall comply with the following FAR clauses, marked below, applicable to this requirement:

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (DEC 2010)**

This clause is incorporated by reference. The full text of the clause is available at:

<https://www.acquisition.gov/FAR/>.

The following checked clauses are applicable to this acquisition:

- (a)
- ☒ 52.222-50 Combating Trafficking in Persons (FEB 2009)
    - ☐ Alternate I (AUG 2007)
  - ☒ 52.233-3 Protest After Award (AUG 1996)
  - ☒ 52.233-4 Applicable Law for Breach of Contract Claim (OCT 2004)
- (b)
- ☐ 52.203-6 Restrictions on Subcontractor Sales to the Government (SEPT 2006)
    - ☐ Alternate I (OCT 1995)
  - ☐ 52.203-13 Contractor Code of Business Ethics and Conduct (APR 2010)
  - ☐ 52.203-15 Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUNE 2010)
  - ☐ 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
  - ☐ 52.204-11 American Recover and Reinvestment Act – Reporting Requirements (JUL 2010)
  - ☒ 52.209-6 Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
  - ☐ 52.219-3 Notice of Total HUBZone Set-Aside (JAN 1999)
  - ☐ 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005)
  - ☐ 52.219-6 Notice of Total Small Business Set-Aside (JUN 2003)
    - ☐ Alternate I (OCT 1995)
    - ☐ Alternate II (MAR 2004)
  - ☐ 52.219-7 Notice of Partial Small Business Set-Aside (JUN 2003)
    - ☐ Alternate I (OCT 1995)
    - ☐ Alternate II (MAR 2004)
  - ☐ 52.219-8 Utilization of Small Business Concerns (DEC 2010)
  - ☐ 52.219-9 Small Business Subcontracting Plan (OCT 2010)
    - ☐ Alternate I (OCT 2001)
    - ☐ Alternate II (OCT 2001)
    - ☐ Alternate III (JUL 2010)
  - ☐ 52.219-14 Limitations on Subcontracting (DEC 1996)
  - ☐ 52.219-16 Liquidated Damages – Subcontracting Plan (JAN 1999)
  - ☐ 52.219-23 Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEPT 2005)
    - ☐ Alternate I (JUN 2003)
  - ☐ 52.219-25 Small Disadvantaged Business Participation Program – Disadvantaged Status and Reporting (APR 2008)
  - ☐ 52.219-26 Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000)
  - ☐ 52.219-27 Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (MAY 2004)
  - ☐ 52.219-28 Post Award Small Business Program Rerepresentation (APR 2009)
  - ☒ 52.222-3 Convict Labor (JUN 2003)
  - ☒ 52.222-19 Child Labor – Cooperation with Authorities and Remedies (JUL 2010)
  - ☒ 52.222-21 Prohibition of Segregated Facilities (FEB 1999)
  - ☒ 52.222-26 Equal Opportunity (MAR 2007)
  - ☐ 52.222-35 Equal Opportunity for Veterans (SEP 2010)
  - ☒ 52.222-36 Affirmative Action for Workers with Disabilities (OCT 2010)
  - ☐ 52.222-37 Employment Reports on Veterans (SEPT 2010)
  - ☐ 52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
  - ☐ 52.222-54 Employment Eligibility Verification (JAN 2009)
  - ☐ 52.223-9 Estimate of Percentage of Recovered Material Content for EPA-Designated Products (MAY 2008)
    - ☐ Alternate I (MAY 2008)
  - ☐ 52.223-15 Energy Efficiency in Energy-Consuming Products (DEC 2007)

- ☐ 52.223-16 IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007)
  - ☐ Alternate I (DEC 2007)
- ☒ 52.223-18 Contractor Policy to Ban Text Messaging While Driving (SEPT 2010)
- ☐ 52.225-1 Buy American Act – Supplies (FEB 2009)
- ☒ 52.225-3 Buy American Act – Free Trade Agreements – Israeli Trade Act (JUN 2009)
  - ☐ Alternate I (JAN 2004)
  - ☐ Alternate II (JAN 2004)
- ☐ 52.225-5 Trade Agreements (AUG 2009)
- ☒ 52.225-13 Restrictions on Certain Foreign Purchases (JUN 2008)
- ☐ 52.226-4 Notice of Disaster or Emergency Area Set-Aside (NOV 2007)
- ☐ 52.226-5 Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007)
- ☐ 52.232-29 Terms for Financing of Purchases of Commercial Items (FEB 2002)
- ☐ 52.232-30 Installment Payments for Commercial Items (OCT 1995)
- ☒ 52.232-33 Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003)
- ☐ 52.232-34 Payment by Electronic Funds Transfer—Other than Central Contractor Registration (MAY 1999)
- ☐ 52.232-36 Payment by Third Party (FEB 2010)
- ☐ 52.239-1 Privacy or Security Safeguards (AUG 1996)
- ☐ 52.247-64 Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
  - ☐ Alternate I (APR 2003)
- (c)
- ☐ 52.222-41 Service Contract Act of 1965, as Amended (NOV 2007)
- ☐ 52.222-42 Statement of Equivalent Rates for Federal Hires (MAY 1989)
- ☐ 52.222-43 Fair Labor Standards Act and Service Contract Act—Price Adjustment (Multiple Year and Option Contracts) (SEPT 2009)
- ☐ 52.222-44 Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEPT 2009)
- ☐ 52.222-51 Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007)
- ☐ 52.222-53 Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009)
- ☐ 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009)
- ☐ 52.237-11 Accepting and Dispensing of \$1 Coin (AUG 2007)

## **Offeror representations and Certifications (FAR 52.212-3)(May 2011)**

### **OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (AUG 2009)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically at <http://orca.bpn.gov>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

(a) *Definitions.* As used in this provision—

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Inverted domestic corporation” means a foreign incorporated entity which is treated as an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), *i.e.*, a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.



(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs \_\_\_\_\_.

*[Offeror to identify the applicable paragraphs at (c) through (n) of this provision that the offeror has completed for the purposes of this solicitation only, if any.]*

*These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.*

*Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) *Small business concern.* The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *Veteran-owned small business concern.* *[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) *Service-disabled veteran-owned small business concern.* *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]* The

offeror represents as part of its offer that it o is, o is not a service-disabled veteran-owned small business concern.

(4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it o is, o is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is, o is not a women-owned small business concern.

**Note:** Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.

(7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price: \_\_\_\_\_

(8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

(i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).] The offeror represents as part of its offer that it o is, o is not an emerging small business.

(ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).] Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

**Number of Employees      Average Annual Gross Revenues**

|                                      |  |
|--------------------------------------|--|
| <input type="checkbox"/> 50 or fewer | <input type="checkbox"/> \$1 million or less       |
| <input type="checkbox"/> 51–100      | <input type="checkbox"/> \$1,000,001–\$2 million   |
| <input type="checkbox"/> 101–250     | <input type="checkbox"/> \$2,000,001–\$3.5 million |
| <input type="checkbox"/> 251–500     | <input type="checkbox"/> \$3,500,001–\$5 million   |
| <input type="checkbox"/> 501–750     | <input type="checkbox"/> \$5,000,001–\$10 million  |
| <input type="checkbox"/> 751–1,000   | <input type="checkbox"/> \$10,000,001–\$17 million |
| <input type="checkbox"/> Over 1,000  | <input type="checkbox"/> Over \$17 million         |

(9) [Complete only if the solicitation contains the clause at FAR [52.219-23](#), *Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns*, or FAR [52.219-25](#), *Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting*, and the offeror desires a benefit based on its disadvantaged status.]

(i) *General.* The offeror represents that either—

(A) It o is, o is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged

business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It o has, o has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) o *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns*. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.*]

(10) *HUBZone small business concern*. [*Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.*] The offeror represents, as part of its offer, that—

(i) It o is, o is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) It o is, o is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [*The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.*] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It o has, o has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It o has, o has not filed all required compliance reports.

(2) *Affirmative Action Compliance*. The offeror represents that—

(i) It o has developed and has on file, o has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It o has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) *Certification Regarding Payments to Influence Federal Transactions* (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying

Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Act Certificate*. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American Act—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate*. (Applies only if the clause at FAR [52.225-3](#), Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, or Peruvian End Products) or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I.* If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

| Line Item No. |
|---------------|
| _____         |
| _____         |
| _____         |

[List as necessary]

(3) *Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II.* If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(4) *Trade Agreements Certificate.* (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

| Line Item No. | Country of Origin |
|---------------|-------------------|
| _____         | _____             |
| _____         | _____             |
| _____         | _____             |

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) *Certification Regarding Responsibility Matters (Executive Order 12689)*. (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) *The tax liability is finally determined*. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) *The taxpayer is delinquent in making payment*. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) *Examples*.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS

determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for *Listed End Products* (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at [22.1503\(b\)](#).]

(1) *Listed end products.*

| Listed End Product | Listed Countries of Origin |
|--------------------|----------------------------|
| _____              | _____                      |
| _____              | _____                      |

(2) *Certification.* [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) *Place of manufacture.* (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) *Certificates regarding exemptions from the application of the Service Contract Act.* (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and



(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

[ ] (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror o does o does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) *Taxpayer Identification Number (TIN)* ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) *Taxpayer Identification Number (TIN)*.

- o TIN: \_\_\_\_\_.
- o TIN has been applied for.
- o TIN is not required because:
  - o Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
  - o Offeror is an agency or instrumentality of a foreign government;
  - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization*.

- o Sole proprietorship;
- o Partnership;



- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other \_\_\_\_\_.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o Name and TIN of common parent:

Name \_\_\_\_\_.

TIN \_\_\_\_\_.

(m) *Restricted business operations in Sudan.* By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) *Prohibition on Contracting with Inverted Domestic Corporations.*

(1) *Relation to Internal Revenue Code.* A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at [26 U.S.C. 7874](#) (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR [9.108](#)).

(2) *Representation.* By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.